



LexisNexis™

August 13, 2004 (revised September 1, 2004)

Andrew Perlmutter
8995 Old Southwick Pass
Alpharetta, GA 30022

Dear Andy:

It has been a pleasure working with you over the last several months. Your Insurance industry expertise and overall business acumen have contributed significantly to the advancement of the LN Risk Management business.

Given our recent conversations concerning your desire to work with LexisNexis to help build our Risk Management business, I am pleased to make the following offer:

Position: VP, Market Planning

Reports To: James Peck

Starting Semi-Monthly Salary: \$8,333 (which equates to \$200,000 annually)

Sign on Bonus: You will receive a \$100,000.00 sign-on bonus as soon as administratively feasible, after you have started your employment. If you voluntarily resign prior to January 3, 2006 you agree that you are obligated to repay to LexisNexis div. of Reed Elsevier the entire bonus. If you voluntarily resign between January 4, 2006 and June 30, 2007, you agree that you are obligated to repay \$50,000.

Start Date: January 1, 2005

Annual Incentive Plan: Plan opportunity at target is 42% of your annual base salary earnings. Additional plan details will be forwarded to you from Reed Elsevier. Performance measurements are 1/3 Revenue, 1/3 LN profit, and 1/3 personal objectives agreed to between you and myself. The revenue and profit portions will be guaranteed at 100% performance during 2005.

Total Cash Compensation opportunity:

Base Salary: \$200,000
AIP @ 42% \$ 84,000
TCC: \$284,000



Stock Options: You will be eligible to participate in the Reed Elsevier Group plc Share Option Scheme (2003) (the "ESOS") in accordance to the terms and provisions of the ESOS. Pursuant to the ESOS, you will be eligible to receive, subject to the discretionary approval of the Board of Directors of Reed Elsevier Group plc or the Remuneration Committee thereof, an annual grant of options over shares of Reed Elsevier PLC and Reed Elsevier NV which shares have an aggregate value as of the date of grant of up to one times your annualized base salary as of the date of the grant. Except as otherwise provided in the ESOS, these options vest and become exercisable three years after the date of grant.

Vacation: 3 weeks

Severance: Should your employment with the company be terminated, at any time, for any reason other than Cause, you will receive a severance payment equal to twelve months' of your then current base salary upon your signing a waiver and release agreement in a form acceptable to LexisNexis. This severance payment will be in lieu of severance under any other severance plan, program or benefit in effect at the time of your termination. "Cause" shall be limited to, (i) a breach of your obligations under your Non-Disclosure/Non-Compete/Non-Solicitation Agreement; (ii) a course of conduct amounting to gross incompetence not related to a disability; (iii) a material breach of the Reed Elsevier Code of Ethics and Business Conduct or the Reed Elsevier Code for Securities Transactions, as either Code may be amended from time to time, and/or any such successor or similar codes or standards of ethics and/or conduct that are in effect during your employment by the Company or any of its Affiliates and applicable to you; (iv) chronic and unexcused absenteeism; (v) persistent failure or refusal to perform the material duties of your position or the lawful directions of persons to whom you report; (vi) embezzlement or other misappropriation of property of any member of Reed Elsevier plc; (vii) unlawful appropriation of a corporate opportunity of any member of Reed Elsevier plc, as determined by a court of competent jurisdiction; (viii) conviction of, or a guilty or nolo contendere plea to, a felony or conviction of, or a guilty or nolo contendere plea to, a misdemeanor resulting in actual imprisonment for thirty days or more; provided, however, that with respect to items (ii), (iv), (v), and section (iv)(1)(a) and (iv)(1)(b) of the Code of Ethics you have been given prior written notice of the conduct that constitutes "Cause" for the purposes of items (ii), (iv) (v), and section (iv)(1)(a) and (iv)(1)(b) of the Code of Ethics and been afforded a reasonable opportunity, of at least 15 days but no more than 30 days, to correct same and have failed to do so.

Further, no severance payment will be due should your employment be terminated upon your death or permanent disability. "Permanent Disability" means your inability, with or without reasonable accommodations, to substantially perform the services necessary to complete your job duties for a period of more than twenty six weeks.

Andy, you will report to me directly as will Seth. For purposes of the Code of Ethics and employment of relatives, this reporting relationship has been reviewed and approved by the appropriate LexisNexis management and will not be considered a violation of the Code of Ethics. Additionally, you have disclosed to us certain potential conflicts of interest. These include ownership of the following assets: a baseball training facility, commercial property in the Atlanta area and a large number of shares of ChoicePoint currently held in your 401k which were earned during your employment. These share exceed 5% of your base salary but are less than 5% of the outstanding shares of Choicepoint. The company does not find the interest as a violation of the conflicts of interest policy.

Your offer also includes participation in the Company's benefit program, which allows you to design your benefit package to fit your needs. You may choose from a full range of benefit options including medical, dental, vision, employee and dependent life insurance, and long-term disability coverage. You will also be eligible based on the terms of each plan to participate in additional benefits that are available through our Salary Investment Plan (401(k)) and retirement plan.

Your offer is contingent upon the following:

- Signing and returning the enclosed new hire forms as soon as possible. Returning the completed paperwork timely will ensure you receive your first paycheck for the first paycycle completed after your start date.
- Completing the I-9 (Employment Eligibility Verification) form within your first 3 days of employment. Please review the "List of Acceptable Documents" contained on the enclosed I-9 form and bring the form plus an original document(s) that satisfy this federal requirement as specified on the form with you on your first day of employment. You must complete, sign and date Section 1 of the form in the presence of your immediate manager or a Company designee and present the required, original documentation, which is required under

federal law, to establish your identity and employment authorization. If it is not possible to meet with your manager or his/her designee on your first day of employment to accomplish this, please contact Manpower Temporary Services (who serve as a Company-authorized designee) collect at 937-435-3768. Connie Johnson or Nicole Neal will direct you to a Manpower office near you to complete the form.

- Completion of a successful background check.
- During your employment and thereafter, you must keep all company business matters confidential as outlined in the enclosed Non-Compete/Non-Solicitation and Inventions Agreement. Both agreements must be signed and returned prior to your employment.

We have discussed a general outline of your prospective duties throughout the interview process. However, your title, duties, responsibilities and reporting relationships may evolve or change from time to time as the Company deems necessary and appropriate to its business circumstances and your relationship to them.

Please confirm your acceptance of this offer by signing and dating one copy of this letter and returning it along with your completed paperwork, in the enclosed, self-addressed envelope. The employees of LexisNexis are employees-at-will. This means that the employment relationship is for no fixed period and is terminable at will at any time by either party. Both you and the company are free to end the employment relationship at any time, with or without reason, and with or without notice. Also, please understand that your employment-at-will status may not be modified orally and that no management official is authorized to make any assurance or promise of continued employment.

Please keep in mind that you may have come in contact with confidential business information and/or trade secrets of your previous employer. This information may include, but is not limited to, marketing plans, customer related information, pricing information, product development plans, financial information and business strategy. We request that you refrain from using such information or disclosing any such information to us. We ask that you satisfy yourself that you have no documents containing such information at your home. We ask that you not bring any documents containing such information from your previous company. Also, we ask that you not bring your own personal records unless you have permission of your previous employer.

Further, should you believe at any time that you are in danger of disclosing any or all of that information to us because of any assignment or request that you have received, we request that you notify your manager immediately that to comply with such assignment or request would cause you to disclose trade secrets or confidential business information of your previous employer.

By accepting this offer of employment and signing below you represent and warrant that you are not bound by any agreement that may prevent you from accepting this position with LexisNexis and that you have disclosed all facts and circumstances relating to any restrictions you may have from working for LexisNexis. We look forward to you joining the LexisNexis team. We're sure your skills and experience will play an important role in our continued success. In turn, we hope to offer you many opportunities to achieve your professional goals. If you have any questions, please contact me at 301/675-5974.

Sincerely,


Jim Peck (SR)
SVP & COO, Risk Management

Enclosures


Acceptance Signature

9/13/07
Date

12/19/59
Employee's Birth Date

156-58-3436
(Please verify SS# above and make changes if necessary)